

EXHIBIT “A”

LENTO LAW GROUP, P.C.
 JOSEPH D. LENTO, ESQUIRE
 ATTORNEY ID: 013252008
 3000 ATRIUM WAY – SUITE 200
 MOUNT LAUREL, NEW JERSEY 08054
 (T) (856) 652-2000
 (F) (856) 375-1010
jdvento@lentolawgroup.com
Attorney for Plaintiff, BMW Auto Sales, Inc.

BMW AUTO SALES, INC.

Plaintiff

v.

RED WOLF LOGISTICS, LLC, JOHN DOES
 1-10 (fictitious names), and ABC BUSINESS
 ENTITIES 1-10 (fictitious entities), j/s/a

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
 ATLANTIC COUNTY
 LAW DIVISION-SPECIAL CIVIL

DOCKET NO.: ATL-DC-

CIVIL ACTION

COMPLAINT

Plaintiff, BMW AUTO SALES, INC. with an address of 309 E. White Horse Pike, City of Galloway, County of Atlantic, and State of New Jersey, by way of Complaint against the Defendants, RED WOLF LOGISTICS, LLC, JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, hereby states:

PARTIES, JURISDICTION, & VENUE

1. At all times relevant herein, Plaintiff BMW AUTO SALES, INC. is a domestic for-profit corporation within the State of Delaware and incorporated under the laws of said State, with a corporate headquarters located at 2860 Ogletown Road, Building 3, Newark, Delaware 19713, but with a principal place of business located at TMX Finance at 309 E. White Horse Pike, Galloway, New Jersey 08205, and with a registered agent for service of process being Vladimir Senko servable at the same Galloway address.

2. At all times relevant herein, Defendant RED WOLF LOGISTICS, LLC is, upon information and belief, a domestic limited liability company within the State of Texas and organized under the laws of said State, with a principal place of business believed to be 217 N. De Costa Street, Fort Worth, Texas 76111, and with a registered agent for service of process believed to be United States Corporation Agents, Inc. with a registered office for service of process believed to be located at 9900 Spectrum Drive, Austin, Texas 78717.

3. At all times relevant herein, Defendants, JOHN DOES 1-10 (fictitious names) and ABC BUSINESS ENTITIES 1-10 (fictitious entities), are believed to be individuals or entities whose actions or omissions contributed in some relevant and material way to the causes of action complained of herein. Plaintiff does not presently know the true identities of these Defendants, but will seek leave to amend the Complaint to properly name these Defendants after conducting discovery, should the need arise.

4. Jurisdiction is proper as Plaintiff has a principal place of business located within Atlantic County, New Jersey and venue is proper in Atlantic County Superior Court, Law Division, Special Civil Part, as per R. 6:1-2 and R. 6:1-3.

GENERAL ALLEGATIONS

5. Plaintiff, BWM AUTO SALES, INC. purchased a 2020 Ford Explorer ST (the "Vehicle") from Copart Auto Auction located at 505 Idlewild Road, Grand Prairie, Texas 75051 on or about May 9, 2021.

6. Defendant RED WOLF LOGISTICS, LLC, is an automotive transport trucking company and Motor Property Common Carrier operating under US DOT No. 3526663 and MC Operating Authority No. MC01172526.

7. On or about May 13, 2021, Defendant RED WOLF LOGISTICS, LLC, picked up the Vehicle from the Copart auction yard such that it could be transported to its intended destination at 9100 Galveston Road, Suite 5, Houston, Texas 77034.

8. The condition of the Vehicle, pre-pick up, was excellent, however, upon delivery of the Vehicle at said destination, however, the Vehicle was found to be severely damaged, with damage to the hood, front fender, and both front doors.

9. Following an inspection of the damages by Plaintiff's insurance company on or about May 24, 2021, Plaintiff was provided with a quote for the estimated cost of repairs to the Vehicle, totaling \$3,266.69 after tax. Find this quote annexed hereto as **EXHIBIT "A"**.

10. Despite reasonable efforts by Plaintiff to amicably resolve this dispute with Defendant RED WOLF LOGISTICS, LLC, Defendant has, thus far, refused to reasonably negotiate with Plaintiff and settle Plaintiff's claim for damages arising from Defendant's conduct as alleged.

11. As a direct result of Defendant's unwillingness to amicably resolve this matter, Plaintiff has been forced to incur legal fees in connection with the instant litigation.

COUNT ONE
PROFESSIONAL NEGLIGENCE
As to Defendant Red Wolf Logistics, LLC

12. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

13. Defendant RED WOLF LOGISTICS, LLC holds itself out to the public as a professional automotive transport company and specifically a Motor Property Common Carrier.

14. As such, Defendant owes a heightened duty of care to the public in the conduct of its business operations.

15. Defendant has breached this duty of care with respect to the Plaintiff in that it failed to take due care in its execution of the automotive transport services Plaintiff contracted for.

16. But-for the failure to Defendant to exercise due care in the execution of the contracted-for automotive transport service, the damage incurred to Plaintiff's Vehicle would not have resulted.

17. It is reasonably foreseeable that Plaintiff or another such customer could incur damages as a result of a Motor Property Common Carrier's inattentive or careless manner of transport.

18. Therefore, the failure of Defendant RED WOLF LOGISTICS, LLC to exercise due care commensurate with the heightened duty of a common carrier while undertaking the automotive transport services Plaintiff contracted for, was both the actual and proximate cause of Plaintiff's damages.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT TWO
BREACH OF CONTRACT
As to Defendant Red Wolf Logistics, LLC

19. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

20. Plaintiff contracted with Defendant RED WOLF LOGISTICS, LLC as alleged above for Defendant's automotive transport services.

21. Generally, Plaintiff contracted with Defendant such that Defendant would perform automotive transport of Plaintiff's Vehicle and that Plaintiff's Vehicle would arrive at its destination in reasonably the same condition it was in upon being picked up by Defendant.

22. Defendant breached this contract with the Plaintiff, however, in that Defendant failed to perform under the contract, specifically, through its failure to deliver the Vehicle without being damaged by Defendant in transport, as Plaintiff had bargained for.

23. As a result of Defendant's failure to perform under its contract with Plaintiff, Plaintiff sustained damages in that Plaintiff's Vehicle was damaged by Defendant's actions, causing Plaintiff to incur damages as alleged.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT THREE
CONSUMER FRAUD
As to Defendant Red Wolf Logistics, LLC

24. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

25. The types of services promised to Plaintiff by Defendant RED WOLF LOGISTICS, LLC are "merchandise" within the scope of the New Jersey Consumer Fraud Act, codified at N.J.S.A. 56:8-1 et seq., as defined at N.J.S.A. 56:8-1(c).

26. By engaging in the conduct as alleged above, Defendant has committed unconscionable commercial practices, deception, fraud, falsity, and/or misrepresentation in connection with the false representations and deceptive practices of the Defendant as described, in violation of the New Jersey Consumer Fraud Act.

27. Specifically, on the "About" tab of its company Facebook page, Defendant RED WOLF LOGISTICS, LLC advertises to the public the following:

Red Wolf Logistics, LLC was founded in 2020. Extensive research and strategic planning paired with our knowledge of logistics, trucking, and customer service led us to build this company. As a potential leader in the trucking industry, we pride ourselves on being a family based business that strives for prompt and personalized service. Every carrier we partner with trusts our ability to transport their items in an efficient and timely manner. Our standards and expectations allow us to provide secure transportation, unmatched customer service, and exponential annual growth.

28. Based upon this representation of Defendant RED WOLF LOGISTICS, LLC and others, of both an explicit and implicit nature, Plaintiff was reasonably induced into believing that Defendant, as an authorized Motor Property Common Carrier, was capable of performing the automotive transport services Plaintiff sought to be performed, and further, and that Defendant could provide such services in a professional manner so as to not damage Plaintiff's Vehicle in transport.

29. As a result of these false, misleading, and/or deceptive representations of the Defendant as alleged, Plaintiff has suffered an ascertainable monetary loss.

30. As an additional result of the actions and/or omissions of the Defendant, Plaintiff has been forced to incur legal fees in connection with recovering the monetary damages it has sustained.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and treble damages pursuant to N.J.S.A. 56:8-19, together with punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT FOUR

FICTITIOUS INDIVIDUALS AND ENTITIES

As to Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10

31. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

32. At all times relevant to this action, Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, are fictitious names for Defendants and entities whose identities are unknown at present, but who constitute persons, partnerships, joint ventures, corporations, associations, or other forms of private business entities, the identities of which are unknown at present, but who participated in the tortious actions of Defendants described herein, whether by way of their negligent failure to supervise, negligent failure to instruct and counsel, negligent participation in the acts complained of, agents, betterers or co-conspirators, and in other ways as yet undetermined.

33. As a direct and proximate results of the negligence and/or tortious conduct of Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, Plaintiff has been caused to suffer, and in fact did suffer, significant damages.

34. Plaintiff alleges an insufficient opportunity to determine the identity of all individuals or business entities whose actions or omissions may be potentially responsible in whole or in part for the damages incurred by Plaintiff.

35. As such, Plaintiff specifically reserves the right to name additional individuals or entities as Defendants to this action, when and if their identities become known to Plaintiff.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

CERTIFICATION PURSUANT TO RULE 1:38-7

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that to the best of my information, knowledge, and belief that the matter in controversy is not the subject of any other actions pending in any other court or other pending arbitration proceedings, that no other action or arbitration is contemplated, and I am not aware of any other person who should be joined in this matter.

CERTIFICATION OF NOTICE

I certify, pursuant to N.J.S.A. 56:8-20, Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General located at:

Division of Consumer Affairs
Office of the Attorney General
P.O. Box 45025
Newark, New Jersey 07101

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,

LENTO LAW GROUP, P.C.



Dated: June 27, 2021

By:

JOSEPH D. LENTO, ESQUIRE
ATTORNEY ID: 013252008
Attorney for Plaintiff



Court's Address and Phone Number:
ATLANTIC Special Civil Part
1201 BACHARACH BOULEVARD
ATLANTIC CITY, NJ 08401-0000
609-402-0100

Superior Court of New Jersey
Law Division, Special Civil Part
ATLANTIC County
Docket No: ATL-DC-003454-21
Civil Action
CONTRACT DISPUTE

YOU ARE BEING SUED!

Person or Business Suing You (Plaintiff)

BMW AUTO SALES, INC.

Plaintiff's Attorney Information

JOSEPH D LENTO
LENTO LAW GROUP, P.C.
3000 ATRIUM WAY STE 200
MT LAUREL, NJ 08054-0000
856-652-2000

Person or Business Being Sued (Defendant)

RED WOLF LOGISTICS, LLC.

The Person or Business Suing You Claims You Owe the Following:

Demand Amount	\$15000.00
Filing Fee	\$75.00
Service Fee	\$7.00
Attorney's Fees	\$.00
TOTAL	\$15082.00

FOR JUDICIARY USE ONLY

In the attached complaint, the person or business suing you briefly tells the court his or her version of the facts of the case and how much money he or she claims you owe. **If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 35 days from the date of service to file your answer or a signed agreement.** If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.

IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE 08/09/2021, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:

1. ***Answer the complaint.*** An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the Judiciary's Internet site njcourts.gov under the section for Forms. If you decide to file an answer to the complaint made against you:
 - Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: *Treasurer, State of New Jersey*. Include ATL-DC-003454-21 (your Docket Number) on the check.
 - Mail or hand deliver the completed Answer form and the check or money order to the court's address listed above.
 - Hand deliver or send by regular mail a copy of the completed Answer form to the plaintiff's attorney. If the plaintiff does not have an attorney, send your completed answer form to the plaintiff by regular and certified mail. This MUST be done at the same time you file your Answer with the court on or before **08/09/2021**.
2. ***Resolve the dispute.*** Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the **SIGNED** agreement to the court's address listed above on or before **08/09/2021**.

Please Note - You may wish to get an attorney to represent you. If you cannot afford to pay for an attorney, free legal advice may be available by contacting Legal Services at 609-348-4200. If you can afford to pay an attorney but do not know one, you may call the Lawyer Referral Services of your local County Bar Association at 609-345-3444. Notify the court now if you need an interpreter or an accommodation for a disability for any future court appearance.

/s/ Michelle M. Smith

Clerk of the Superior Court



Dirección y teléfono del tribunal
Parte Civil Especial de ATLANTIC
1201 BACHARACH BOULEVARD
ATLANTIC CITY, NJ 08401-0000
609-402-0100

El Tribunal Superior de Nueva Jersey
División de Derecho, Parte Civil Especial
Condado de ATLANTIC
Número del expediente ATL-DC-003454-21
Demanda de Acción Civil
NOTIFICACIÓN DE DEMANDA
CONTRACT DISPUTE

¡LE ESTÁN DEMANDANDO!

Persona o entidad comercial que le está demandando (el demandante)

BMW AUTO SALES, INC.

Información sobre el abogado del demandante

JOSEPH D LENTO
LENTO LAW GROUP, P.C.
3000 ATRIUM WAY STE 200
MT LAUREL, NJ 08054-0000
856-652-2000

Persona o comercial ser demandada (el demandado)

RED WOLF LOGISTICS, LLC.

La persona o comercial que le está demandando afirma que usted le debe lo siguiente:

Cantidad a la vista	\$15000.00
Tasa judicial	\$75.00
Cargo del emplazamiento	\$7.00
Honorarios del abogado	\$0.00
TOTAL	\$15082.00

PARA USO EXCLUSIVO DEL PODER JUDICIAL

En la demanda adjunta la persona o entidad comercial que le está demandando le informa brevemente al juez su versión de los hechos de la causa y la suma de dinero que afirma que usted le debe. **Si usted no responde a la demanda puede perder la causa automáticamente y el juez puede dar al demandante lo que está pidiendo más intereses y los costos legales. Usted tiene 35 días a partir de la fecha del emplazamiento para presentar su respuesta o un acuerdo firmado.** Si se dicta un fallo en su contra, un Oficial de la Parte Civil Especial puede embargar su dinero, sueldo o sus bienes muebles (personales) para pagar todo el fallo o una parte del mismo. El fallo es válido por 20 años.

SI USTED NO ESTÁ DE ACUERDO CON LAS ALEGACIONES DEL DEMANDANTE, EL TRIBUNAL TIENE QUE RECIBIR UNA RESPUESTA POR ESCRITO O UN ACUERDO FIRMADO PARA EL 08/09/2021 O ANTES DE ESA FECHA, O EL JUEZ PUEDE EMITIR UN FALLO EN SU CONTRA. SI USTED NO ESTÁ DE ACUERDO CON EL DEMANDANTE, DEBE HACER UNA DE LAS SIGUIENTES COSAS O LAS DOS:

- 1. Responder a la demanda.** Un formulario de respuesta que le explicará cómo responder a la demanda está disponible en cualquiera de las Oficinas de la Parte Civil Especial de Nueva Jersey o en el sitio Internet del Poder Judicial njcourts.gov bajo la sección de formularios (Forms). Si usted decide presentar una respuesta a la demanda que se hizo en su contra:
 - Llene el formulario de Respuesta Y pague la tasa judicial de presentación que corresponda mediante un cheque o giro bancario o postal acreditable al: "Treasurer, State of New Jersey" (Tesorero del Estado de Nueva Jersey). Incluya ATL-DC-003454-21 (el número de su expediente) en el cheque.
 - Envíe por correo el formulario de Respuesta llenado y el cheque o giro bancario o postal a la dirección del tribunal que figura más arriba, o entréguelos personalmente en dicha dirección.
 - Entregue personalmente o envíe por correo común una copia del formulario de Respuesta llenado al abogado del demandante. Si el demandante no tiene abogado, envíe su formulario de respuesta llenado al demandante por correo común y por correo certificado. Esto SE TIENE que hacer al mismo tiempo que presente su Respuesta al tribunal a más tardar el **08/09/2021**.
- 2. Resolver la disputa.** Comuníquese con el abogado del demandante, o con el demandante si éste no tiene abogado, para resolver esta disputa. El demandante puede estar de acuerdo con aceptar arreglos de pago. **Si llegara a un acuerdo, envíe por correo o entregue personalmente el acuerdo FIRMADO** a la dirección del tribunal que figura más arriba, o entréguelo personalmente en dicha dirección a más tardar el **08/09/2021**.

Nota - Puede que usted quiera conseguir que un abogado para que lo represente. Si usted no puede pagar a un abogado, podría obtener consejos legales gratuitos si se comunica con Legal Services (Servicios Legales) llamando al 609-348-4200. Si usted puede pagar a un abogado, pero no conoce a ninguno, puede llamar al Lawyer Referral Services (Servicios de Recomendación de Abogados) del Colegio de Abogados (Bar Association) de su condado local al 609-345-3444. Notifique al tribunal ahora si usted necesita un intérprete o un arreglo por una discapacidad para cualquier comparecencia futura en el tribunal.

/s/ Michelle M. Smith

Subsecretario(a) del Tribunal Superior

EXHIBIT “B”



[FAQs >](#)

[Track Another Package +](#)

Tracking Number: 92148902526177000002511240

[Remove X](#)

Your item was delivered at 9:57 am on July 12, 2021 in FORT WORTH, TX 76155.

Delivered

July 12, 2021 at 9:57 am
FORT WORTH, TX 76155

[Feedback](#)

Get Updates

- Text & Email Updates**
- Return Receipt Electronic**
- Tracking History**
- Product Information**

See Less

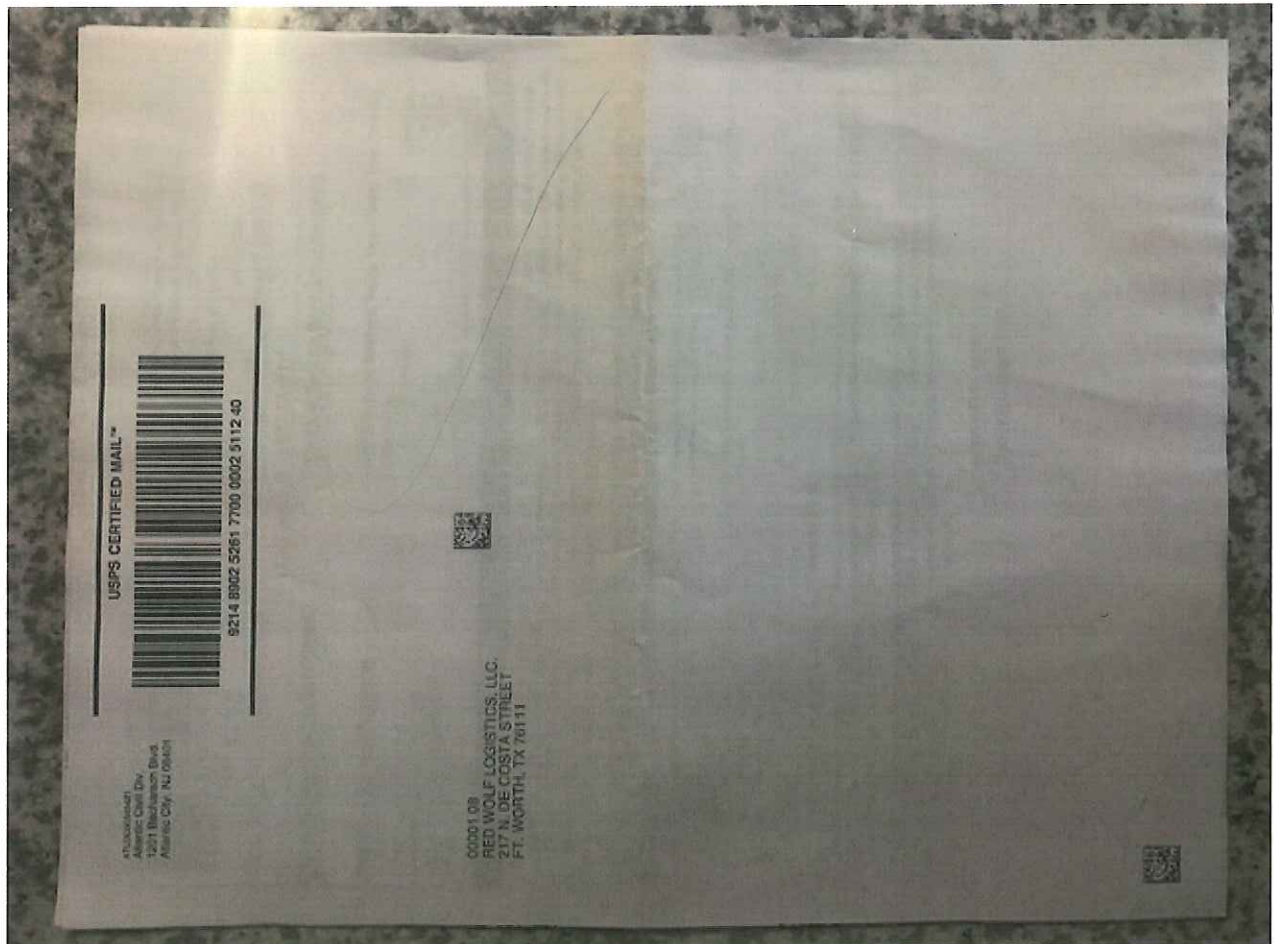
Can't find what you're looking for?

From: Zachary Arnold
Subject: Fwd: Claim
To: Red Wolf
Sent: July 13, 2021 12:31 PM (UTC+00:00)


Sent from my iPhone

Begin forwarded message:

From: Zachary Arnold <zarnold892@gmail.com>
Date: July 13, 2021 at 7:24:14 AM CDT
To: zarnold892@gmail.com
Subject: Claim



ATL-DC-003454-21 08/27/2021 12:49:59 AM Pg. 1 of 2 Trials ID: SC920211103831

 <p>Court's Address and Phone Number ATLANTIC Special Civil Part 1201 BACHARACH BOULEVARD ATLANTIC CITY, NJ 08401-0000 609-402-0100</p>	<p>Superior Court of New Jersey Law Division, Special Civil Part ATLANTIC County Docket No. ATL-DC-003454-21 Civil Action CONTRACT DISPUTE</p>										
YOU ARE BEING SUED!											
<p>Person or Business Suing You (Plaintiff) BMW AUTO SALES, INC.</p>	<p>Person or Business Being Sued (Defendant) RED WOLF LOGISTICS, LLC</p>										
<p>Plaintiff's Attorney Information JOSEPH D'ILUNTO LENTO LAW GROUP, P.C. 1000 ATLANTIC WAY, STE. 200 MT LAUREL, NJ 08054-0000 856-652-2100</p>	<p>The Person or Business Suing You Claims You Owe the Following:</p> <table border="1"> <tr> <td>Demanded Amount</td> <td>\$15,000.00</td> </tr> <tr> <td>Filing Fee</td> <td>\$75.00</td> </tr> <tr> <td>Service Fee</td> <td>\$7.00</td> </tr> <tr> <td>Attorney's Fees</td> <td>\$0.00</td> </tr> <tr> <td>TOTAL</td> <td>\$15,082.00</td> </tr> </table>	Demanded Amount	\$15,000.00	Filing Fee	\$75.00	Service Fee	\$7.00	Attorney's Fees	\$0.00	TOTAL	\$15,082.00
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TOTAL	\$15,082.00										

In the attached complaint, the person or business suing you briefly tells the court his or her version of the facts of the case and how much money he or she claims you owe. If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 35 days from the date of service to file your answer or a signed agreement. If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.

IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE 08/09/2021, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:

- Answer the complaint.** An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the Judiciary's Internet site libertydirect.nj.gov under the section for Trials. If you decide to file an answer to the complaint, make a payment to:
 - Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: *Treasurer, State of New Jersey*.
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- Resolve the dispute.** Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the **SIGNED** agreement to the court's address listed above on or before **08/09/2021**.

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/s/ Michelle M. Smith
Clerk of the Superior Court

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LENTOLAW GROUP, P.C.
ROBERTO LENTO, ESQUIRE
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(714) 850-375-1010
rlento@lentolaw.com, roberto@lentolaw.com
Attorney for Plaintiff, BMW Auto Sales, Inc.

BMW AUTO SALES, INC.

Plaintiff

RED MOON LOGISTICS, LLC, JOHN DOES
1-10 (fictional names), and ABC BUSINESS
ENTERPRISES (1-10 (fictional entities), etc.)

Defendants

SUPERIOR COURT OF NEW JERSEY
ATLANTIC COUNTY
LAW DIVISION-SPECIAL CIVIL

DOCKET NO. ATL-DC-

**CIVIL ACTION
COMPLAINT**

Plaintiff, BMW AUTO SALES, INC. with an address of 309 E. White Horse Pike, City of Galloway, County of Atlantic, and State of New Jersey, by way of Complaint against the Defendants, RED MOON LOGISTICS, LLC, JOHN DOES 1-10 and ABC BUSINESS ENTERPRISES 1-10 hereby states:

FAMILY JURISDICTION, A VENUE

1. At all times relevant herein, Plaintiff BMW AUTO SALES, INC. is a domestic for-profit corporation within the State of Delaware and incorporated under the laws of said State, with a corporate headquarters located at 29400 Gypsum Road, Building 3, Newark, Delaware 19713, but with a principal place of business located at TMN Finance at 309 E. White Horse Pike, Galloway, New Jersey 08054, and with a registered agent for service of process being Vladimir Soshin available at the same Galloway address.

ATL-DC-003434-21 06/27/2021 12:49:59 AM Pg 2 of 8 Trans ID: SCP2021103831

2. At all times relevant herein, Defendant RED WOLF LOGISTICS, LLC is, upon information and belief, a domestic limited liability company within the State of Texas and organized under the laws of said State, with a principal place of business believed to be 217 N. De Costa Street, Fort Worth, Texas 76111, and with a registered agent for service of process believed to be United States Corporation Agents, Inc. with a registered office for service of process believed to be located at 9900 Spectrum Drive, Austin, Texas 78717.

3. At all times relevant herein, Defendants, JOHN DOES 1-10 (fictitious names) and ABC BUSINESS ENTITIES 1-10 (fictitious entities), are believed to be individuals or entities whose actions or omissions contributed in some relevant and material way to the causes of action complained of herein. Plaintiff does not presently know the true identities of these Defendants, but will seek leave to amend the Complaint to properly name these Defendants after conducting discovery, should the need arise.

4. Jurisdiction is proper as Plaintiff has a principal place of business located within Atlantic County, New Jersey and venue is proper in Atlantic County Superior Court, Law Division, Special Civil Part, as per R. 6:1-2 and R. 6:1-3.

GENERAL ALLEGATIONS

5. Plaintiff, BMW AUTO SALES, INC. purchased a 2020 Ford Explorer ST (the "Vehicle") from Copart Auto Auction located at 505 Alderwild Road, Grand Prairie, Texas 75051 on or about May 9, 2021.

6. Defendant RED WOLF LOGISTICS, LLC, is an automotive transport trucking company and Motor Property Common Carrier operating under US DOT No. 3526663 and MC Operating Authority No. MC01172526.

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7. On or about May 13, 2021, Defendant RED WOLF LOGISTICS, LLC, picked up the Vehicle from the Copart auction yard such that it could be transported to its intended destination at 9100 Garrettsville Road, Suite 5, Houston, Texas 77034.

8. The condition of the Vehicle, pre-pick up, was excellent; however, upon delivery of the Vehicle to said destination, however, the Vehicle was found to be severely damaged with damage to the hood, front fender, and both front doors.

9. Following an inspection of the damages by Plaintiff's insurance company on or about May 24, 2021, Plaintiff was provided with a quote for the estimated cost of repairs to the Vehicle, totaling \$3,266.60 after tax. And this quote annexed hereto as EXHIBIT "A."

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11. As a direct result of Defendant's unwillingness to amicably resolve this matter, Plaintiff has been forced to incur legal fees in connection with the instant litigation.

COUNT ONE
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Against Defendant Red Wolf Logistics, LLC

12. Plaintiff repeats all of the allegations contained in the Complaint that the above, and incorporates the same as if fully set forth at length herein.

13. Defendant RED WOLF LOGISTICS, LLC holds itself out to the public as a professional commercial transport company and specifically a Motor Property Commerce Center.

14. As such, Defendant owes a heightened duty of care to the public in the conduct of its business operation.

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15 Defendant has breached this duty of care with respect to the Plaintiff in that it failed to take
 16 any care in its execution of the automotive transport services Plaintiff contracted for

16 But for the failure to Defendant to exercise due care in the execution of the contracted-for
 17 automotive transport service, the damage incurred to Plaintiff's Vehicle would not have resulted.

17 It is reasonably foreseeable that Plaintiff or another such customer could incur damages as
 18 a result of a Motor Property Customer Carrier's inattentive or careless manner of transport.

18 Therefore, the failure of Defendant RED WOLF LOGISTICS, LLC to exercise due care
 19 commensurate with the heightened duty of a common carrier while undertaking the automotive
 20 transport services Plaintiff contracted for, was both the actual and proximate cause of Plaintiff's
 21 damages.

21 WHEREFORE Plaintiff BWM AUTO SALES, INC. demands judgment against the
 22 Defendant RED WOLF LOGISTICS, LLC for general, compensatory, and punitive damages,
 23 reasonable attorney's fees and costs of suit with interest, and any further relief which the court
 24 may deem equitable and just.

COUNT TWO
BREACH OF CONTRACT
 As to Defendant Red Wolf Logistics, LLC

24 Plaintiff alleges all of the allegations contained in the Complaint from the above, and
 25 incorporates the same as if fully set forth at length herein.

26 Plaintiff contracted with Defendant RED WOLF LOGISTICS, LLC as alleged above for
 27 Defendant's automotive transport services.

27 Generally, Plaintiff contracted with Defendant such that Defendant would perform
 28 automotive transport of Plaintiff's Vehicle and that Plaintiff's Vehicle would arrive at its
 29 destination in reasonably the same condition it was in upon being picked up by Defendant.

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22. Defendant breached this contract with the Plaintiff, however, in that Defendant failed to perform under the contract, specifically, through its failure to deliver the Vehicle without being damaged by Defendant in transport, as Plaintiff had bargained for.

23. As a result of Defendant's failure to perform under its contract with Plaintiff, Plaintiff sustained damages in that Plaintiff's Vehicle was damaged by Defendant's actions, causing Plaintiff to incur damages as alleged.

WHEREFORE, Plaintiff RYAN AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

**COUNT THREE
CONSUMER FRAUD
As to Defendant Red Wolf Logistics, LLC**

24. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

25. The type of actions proscribed to Plaintiff by Defendant RED WOLF LOGISTICS, LLC are "unconscionable" within the scope of the New Jersey Consumer Fraud Act, codified at N.J.S.A. §6:27(a)(1), as defined at N.J.S.A. §6:28-1(c).

26. By engaging in the conduct as alleged above, Defendant has committed unconscionable commercial practices, deception, fraud, false, safety, and/or misrepresentation in connection with the false representations and deceptive practices of the Defendant as described in violation of the New Jersey Consumer Fraud Act.

27. Specifically, on the "About" tab of its company Facebook page, Defendant RED WOLF LOGISTICS, LLC advertises to the public the following:



FILED: 08/05/21 08:57:20Z 112:40:59 AM Pg. 6 of 8 Pages ID: SCP2021103651

Red Wolf Logistics, LLC was founded in 2010. Extensive research and strategic planning paired with our knowledge of logistics, trucking, and customer service led us to build this company. As a potential leader in the trucking industry, we pride ourselves on being a family based business that strives for prompt and personalized service. Every carrier we partner with trusts our ability to transport their items in an efficient and timely manner. Our standards and experiences allow us to provide secure transportation, unmatched customer service, and exceptional annual profits.

26. Based upon the representation of Defendant RED WOLF LOGISTICS, LLC and others, of both an explicit and implicit nature, Plaintiff was reasonably induced into believing that Defendant, as an authorized Motor Property Commission Carrier, was capable of performing the automotive transport services Plaintiff sought to be performed, and further, and that Defendant could provide such services in a professional manner so as to not damage Plaintiff's Vehicle in transport.

27. As a result of these false, misleading, and/or deceptive representations of the Defendant as alleged, Plaintiff has suffered an ascertainable monetary loss.

28. As an additional result of the actions and/or inactions of the Defendant, Plaintiff has been forced to incur legal fees in consultation with requesting the monetary damages it has sustained.

WHEREFORE, Plaintiff JMM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general compensatory, and treble damages pursuant to N.J.S.A. 16:28-10, together with punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT FOUR
FICTITIOUS INDIVIDUAL AND BUSINESS ENTITIES
As to Defendants JOHN DEERE L40 and JMC BUSINESS ENTITIES L40

29. Plaintiff agrees all other allegations contained in the Complaint, thus far above, and incorporates the same as if fully set forth at length herein.

Case 1:21-cv-14647-JHR-SAK Document 1-1 Filed 08/05/21 Page 22 of 43 PageID: 27

33. All names referred to in this action, Defendants KEVIN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, are fictitious names for Defendants and entities whose identities are unknown at present but who candidate persons, partnerships, joint ventures, corporations, associations, or other forms of private business entities, the identities of which are unknown at present, but who participated in the tortious actions of Defendants described herein, whether by way of their negligent failure to supervise, negligent failure to recruit and counsel, negligent participation in the acts complained of, agents, brokers or co-conspirators, and in other ways as yet undetermined.

34. As a direct and proximate result of the negligence and/or tortious conduct of Defendants KEVIN DOES 1-10 and ABC ENTITIES 1-10, Plaintiff has been caused to suffer and in fact did suffer significant damages.

35. Plaintiff alleges its neediness to determine the identity of all individuals or business entities whose actions or omissions may be potentially responsible in whole or in part for the damages incurred by Plaintiff.

36. As such, Plaintiff specifically reserves the right to name additional individuals or entities as Defendants in this action when and if their identities become known to Plaintiff.

WHEREFORE, Plaintiff DEMANDS THAT KEVIN DOES, INC. demands judgment against the Defendants KEVIN DOES 1-10 and ABC ENTITIES 1-10 for general, compensatory and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

22

WJ, Dkt. 2021-021, 12:49:59 AM, Pg. 3 of 8 Filed 08/05/21 16:53:31

CERTIFICATION PURSUANT TO RULE 1.1(b)(7)

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:3-7(b).

CERTIFICATION PURSUANT TO RULE 1.4(e)

I hereby certify that to the best of my information, knowledge, and belief that the matter in controversy is not the subject of any other action pending in any other court or other pending arbitration proceedings, that no other action or arbitrations is contemplated, and I am not aware of any other person who should be joined in this action.

CERTIFICATION OF NOTICE

Notice is pursuant to R. 1:3-4, 4(b) to Plaintiff's mailing a copy of this Complaint to the Office of the Attorney General located at:
Division of Consumer Affairs
Office of the Attorney General
P.O. Box 45025
Newark, New Jersey 07101

VERY DEMANE

Plaintiff demands a trial by jury in all issues so made.

Respectfully Submitted,

LENTO LAW GROUP, P.C.

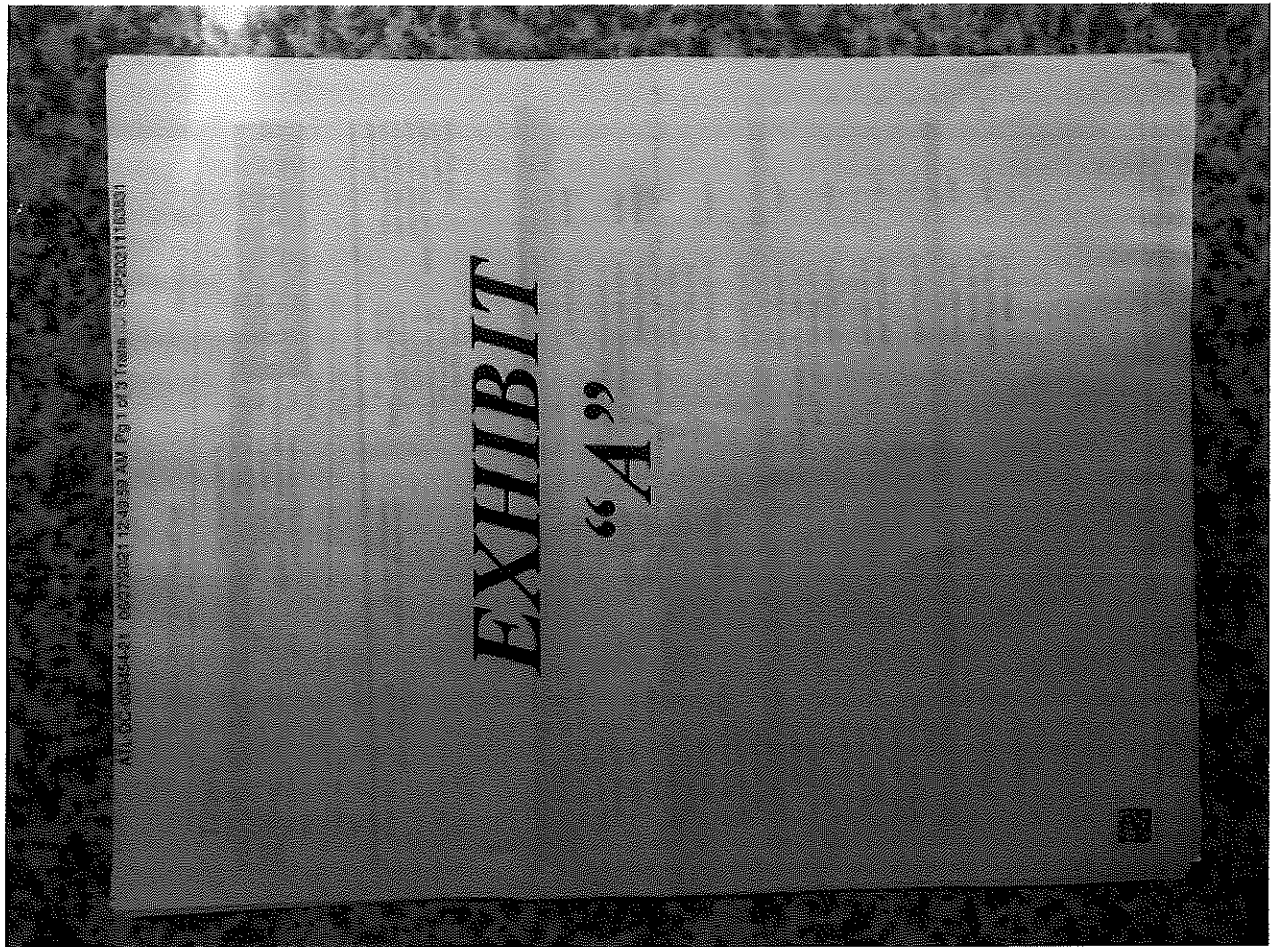
Joseph D. Lento

By

JOSEPH D. LENTO, ESQUIRE
ATTORNEY ID: 01133966
Directly for Plaintiff

Dated: June 23, 2021

Sent from my iPhone



ATL-DC-003454-21 06/27/2021 12:49:59 AM Pg 2 of 3 Trans ID: SCP20211163831

EstimateEst # 221
ID # 10731622

P-Auto Repair, Inc.
Mark Badynsky
1817 Pennypack Avenue
Linden, NJ 07036
Business Phone: (908) 587-9226
paul@1817@gmail.com

P-AUTO REPAIR

Vehicle Info
2003 Ford Excursion LT
1FMSK92C1L0A97006
Body Type: 4 Door Utility
Engine: 3.0L 6-Cyl Gas Injection
Transmission: Automatic
Drive Type: 4WD

Owner
BATES AUTO SALES INC
1800 Auto Sales Inc
Linden, NJ 07036
Phone: (908) 587-9226
vg@batesauto.com
2800 Ogden Rd
Newark, DE 19713

Insurance Company
Inspection Date: 05/24/2021
License #: 02812A

Item	Qty	Description	Part Number	Price	Labor
HOOD					
1	Replace	HOOD PANEL	UBSZ 16612 A	\$775.45	2.2 hrs. Body 2.7 hrs. Paint panel 1.6 hrs. Refinish
2	Replace	HOOD ADJUSTIVE NAMEPLATE	UBSZ 954235 H	\$115.90	0.4 hrs. Body
3	Replace	L HOOD HINGE	UBSZ H6757 A	\$57.35	0.3 hrs. Body 0.5 hrs. Paint panel 0.2 hrs. Refinish
4	Replace	R HOOD HINGE	UBSZ H6756 A	\$58.02	0.3 hrs. Body 0.5 hrs. Paint panel 0.2 hrs. Refinish
FRONT FENDER					
6	Replace	R FINDER PANEL			2 hrs. Body 1.8 hrs. Paint panel 0.8 hrs. Refinish
7	Replace	L FINDER PANEL			2 hrs. Body 2 hrs. Paint panel 0.8 hrs. Refinish
8	RM	R FINDER PANEL			2 hrs. Body 0.4 hrs. Paint panel 0.2 hrs. Refinish
9	RM	L FINDER PANEL			2 hrs. Body 0.4 hrs. Paint panel 0.2 hrs. Refinish
FRONT DOOR					
10	Blend	L FRT DOOR SHELL			1.2 hrs. Refinish
11	Blend	R FRT DOOR SHELL			1.2 hrs. Refinish

Powered By Web-Est

1 of 2

5/24/2021 12:47 PM

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08/27/2021 BY 60321 UCBAW/AM

Customer: BMW AUTO SALES INC Estimate #: 223

Printed By: jay@bbs.com Date: 08/05/21 12:47 PM

Totals		Estimate	Check
Book Labor	11.2	\$40.00	\$40.00 ✓
Paint Labor	12.8	\$40.00	\$40.00 ✓
Paint Supplies	11.1	\$40.00	\$40.00 ✓
Other Parts			\$1,300.72 ✓
Taxable Amount			\$1,380.72
Tax	6.42%		\$88.67
Non-Taxable Amount			\$60.00
Grand Total			\$1,429.39

EXHIBIT “C”



DOT# 2587455

J H D TRUCKING LLC

20 TERRACE DRIVE MONROE, LA 71202
(318) 737-5748

[Apply for Driver Jobs \(/quick-apply\)](#) [Search for Jobs \(/\)](#)

PUBLIC LISTING FOR J H D TRUCKING LLC

[Home \(/\)](#) / [USA Trucking Companies \(/companies/\)](#) / [LA \(/companies/LA/\)](#) / [MONROE \(/companies/LA/MONROE.html\)](#)
/ J H D TRUCKING LLC

Key Contacts

Identify and reach decision makers who have been verified by multiple sources.

Official Contact: None on file

DOT Contact: None on file

GET KEY CONTACTS (HTTPS://AI.FMCSA.DOT.GOV/SMS/SEARCH/INDEX.ASPX)

Overview

Address: 20 TERRACE DRIVE MONROE, LA 71202

Mailing Address: 20 TERRACE DRIVE MONROE, LA 71202

Phone/Fax: (318) 737-5748 (tel:3187375748)

Email: Available in Company Report (<https://ai.fmcsa.dot.gov/SMS/Search/Index.aspx>)

DOT Number: 2587455

Docket Number: MC908999

BOC-3: YES

Power Units: 1

Drivers: 1

GET COMPANY REPORT ([HTTPS://AI.FMCSA.DOT.GOV/SMS/SEARCH/INDEX.ASPX](https://ai.fmcsa.dot.gov/sms/search/index.aspx))

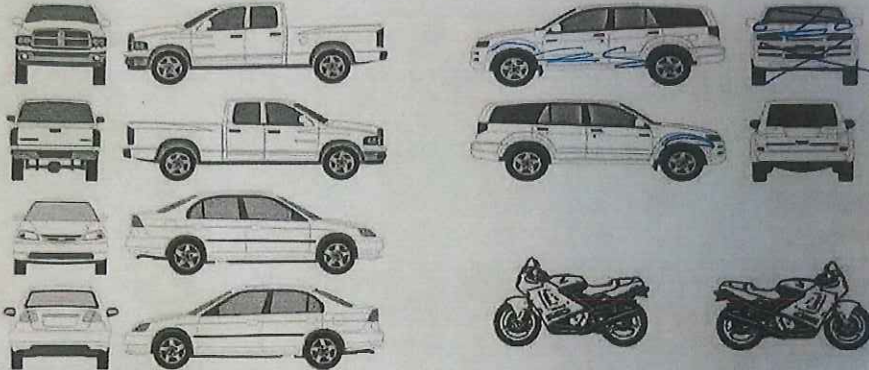
EXHIBIT “D”

Bill of Lading
PRIME INT'L SHIPPING LLC

VEHICLES				
Customer	Description	Vin number	Title	Key
MTL	2020 LOAD EXPLORER BLACK	LFMEK86C1LG491088	NO	1

CONDITION ILLUSTRATED BY LETTER CODE

A - Broken D - Dented G - Gouged K - Cracked N - Painted over R - Punctured W - Wavy
 B - Bent E - Defective H - Stained L - Loose P - Paint defect S - Scratched X - Present
 C - Chipped F - Scuffed J - Cut M - Missing O - Nail damage T - Torn Z - Other



REMARKS

WINDSHIELD DAMAGED
HOOD DAMAGE

Receiving agent must have driver sign here acknowledging damages.

Transportation company name: JH & D
 Driver's Name: Clifford Hubbard
 Phone: 318-380-1071
 Signature: Clifford Hubbard Date: 05-14-2021

9100 Galveston Rd Ste 5, Houston, TX 77034 - Tel: (832) 500-7007 - Fax: (832) 905-9620
 E-mail: inventory@primeshippingllc.com - Web: www.primeshippingllc.com

TO ORDER
 0-295-5610
 0-295-5571
 0-295-5571
 0-295-5571

Chadsworth A Sakala

From: Chadsworth A Sakala
Sent: Sunday, July 25, 2021 6:18 PM
To: JDLENT@LENTOLAWGROUP.COM
Subject: BMW Auto Sales, Inc. vs. Red Wolf Logistics, LLC, et. al // Progressive County Mutual Insurance Company Claim # 21-9434510
Attachments: 21-9434510_Complaint_Erroneous_Red Wolf Logistics_NJ.pdf; 21-9434510_Bill of Lading_Correct Transportation Carrier.pdf

Mr. Lento:

My name is Chad Sakala, and the aforementioned claim (concerning your attached lawsuit) has been transferred to me for further handling. After further review, it appears our insured, Red Wolf Logistics, LLC, has come to be involved with your lawsuit by way of identity theft.

In short, there is no coverage for this allegation, as the property was solely handled by a different, unrelated carrier, and our named insured was not involved in any way. Please see the attached Bill of Lading concerning your transport in question, which documents the party you should be seeking restitution from as follows:

CORRECT CARRIER –

DOT # 2587455
MC908999
J H D TRUCKING LLC
20 TERRACE DRIVE
LA
MONROE
71202
P: 318-503-2886
M: 318-512-0694
F:
REP1: JAMES H DAVIS
REP2:

CORRECT INSURANCE -

WILSHIRE INSURANCE COMPANY
POLICY # BA0717974
INCEPTED 03/13/2017
\$0 - \$750,000
ATTN: DAVID MATOUSEK
ADDRESS: 1206 WEST AVENUE J., STE: 100
LANCASTER, CA US 93534
FILE A CLAIM USING THE FOLLOWING:
TELEPHONE: (800) 252 - 0281 243
FAX: (661) 940 - 7105

CORRECT DRIVER –

CLIFFORD HUBBARD
318-380-6713

3351 HIGHWAY 594 APT 20
LAKESHORE, LA 71203-8476(PROPERTY TYPE - RESIDENTIAL)

I have further evidence of other instances of identity theft being perpetrated on our insured via other transportation companies. However, I am hoping you will be agreeable to amending your complaint, incorporating the correct defendant information above, and without our named insured Red Wolf Logistics LLC included in the lawsuit.

Please confirm if you are willing remediate the existing suit unilaterally. If you are not, please let me know immediately so I can retain counsel to initiate the proper proceedings to remove our insured from this matter.

I look forward to hearing from you. Thank you.

Regards,

Chadsworth Sakala
Progressive Group of Insurance Companies
747 Alpha Drive
Highland Heights, OH 44143
Phone: 440-910-3006
Fax: 833-905-1738 (Documents With A Relevant Claim Number Listed)
Email: csakala1@progressive.com

All correspondence (including any e-mail) we receive from you may become part of your permanent claims file. If you request a reply to this e-mail, we may respond by e-mail or by phone.

****PLEASE NOTE:** Any time-sensitive requests including, but not limited to, demands, are not accepted via email and must be sent via facsimile or mail.**

The contents of this email are confidential and may be legally privileged, intended solely for the addressee. If you are not the intended recipient, be advised that any use, dissemination, distribution, storage (including electronic) or copying of this email, is strictly prohibited. If you receive this email in error, please notify the sender immediately by reply email and destroy the message and its attachments.

Arizona law requires the following statement to appear on this form for your protection -- "Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

EXHIBIT “E”

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
(Camden Vicinage)**

BMW AUTO SALES, INC.,

Plaintiff,

v.

Civil Action No.:

RED WOLF LOGISTICS, LLC; JOHN DOE(S) (1-10); ABC BUSINESS ENTITIES (1-10) (fictitious names),

Defendant(s)/Third Party Plaintiff(s),

v.

JHD TRUCKING, LLC; JOHN DOE(S) (1-10); ABC CORP(S) (1-10) (fictitious names),

Third Party Defendant(s).

ANSWER, DEFENSES, AND THIRD PARTY COMPLAINT, OF DEFENDANT, RED WOLF LOGISTICS, LLC, TO PLAINTIFF'S COMPLAINT

Defendant, Red Wolf Logistics, LLC (hereinafter referred to as "Defendant" or "Red Wolf"), by way of Answer to the plaintiff's, BMW Auto Sales, Inc. ("Plaintiff"), Complaint hereby responds and says:

PARTIS, JURISDICTION & VENUE

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

2. Admitted.

3. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

4. Denied.

GENERAL ALLEGATIONS

5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

6. Admitted.

7. Denied.

8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

9. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

10. Denied.

11. Denied.

COUNT ONE
PROFESSIONAL NEGLIGENCE
As to Defendant Red Wolf Logistics, LLC

12. Defendant, Red Wolf, hereby incorporates its answers to the proceeding paragraphs of the Complaint as if set forth at length herein

13. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

14. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

COUNT TWO
BREACH OF CONTRACT
As to Defendant Red Wolf Logistics, LLC

19. Defendant, Red Wolf, hereby incorporates its answers to the proceeding paragraphs of the Complaint as if set forth at length herein.

20. Denied.

21. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

22. Denied.

23. Denied.

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

COUNT THREE
CONSUMER FRAUD
As to Defendant Red Wolf Logistics, LLC

24. Defendant, Red Wolf, hereby incorporates its answers to the proceeding paragraphs of the Complaint as if set forth at length herein.

25. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

26. Denied.

27. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

28. Denied.

29. Denied.

30. Denied.

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

COUNT FOUR
FICTITIOUS INDIVIDUALS AND ENTITIES
As to Defendant JOHN DOE(S) (1-10) and ABC ENTITIES (1-10)

31. Defendant, Red Wolf, hereby incorporates its answers to the proceeding paragraphs of the Complaint as if set forth at length herein.

32. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

33. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

34. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

35. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph, and the same are accordingly denied and strict proof thereof is demanded at the time of trial.

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

SEPARATE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted, and Defendant reserves the right to move to dismiss.

2. Plaintiff's claims as against Defendant, as referenced in the Complaint, are barred in whole or in part, by the doctrine of laches.

3. Plaintiff's claims as against Defendant, as referenced in the Complaint, are barred in whole or in part, by the doctrine of waiver.

4. Plaintiff has not joined all parties necessary for the adjudication of this action, and Defendant reserves the right to move to dismiss.

5. Plaintiff's claims as against Defendant, as referenced in the Complaint, are barred in whole or in part, by the doctrine of accord and satisfaction.

6. Plaintiff's claims as against Defendant, as referenced in the Complaint, are barred in whole or in part, by the doctrine of estoppel.

7. Plaintiff's claims as against Defendant, as referenced in the Complaint, are barred in whole or in part, by the doctrine of unclean hands.

8. Defendant was not negligent.

9. Plaintiff's claims are barred in whole or in part by the Economic Loss Doctrine.

10. Defendant performed each and every duty owed to the Plaintiff, if any.

11. Recovery is barred or precluded by Plaintiff's own negligence.

12. Plaintiff's claims are barred, limited or diminished and reduced by the doctrine of comparative negligence under the New Jersey Comparative Negligence Act, N.J.S.A. 2A:15-5.1 *et seq.*

13. Plaintiff's claims are barred, limited or diminished and reduced by New Jersey's Joint Tortfeasor Contribution Act, N.J.S.A. 2A:53A-1, *et seq.*

14. Plaintiffs' claims are barred, limited or diminished and reduced by Plaintiff's failure to adhere to the strict notice requirements as set forth in the "Carmack Amendment", 49 U.S.C. §14706, *et seq.*

15. Defendant's claim and are entitled to assert any and all defenses available pursuant to any and all federal statutes and regulations, including, but not limited to, the "Carmack Amendment" as set forth at 49 U.S.C. §14706, *et seq.*

16. Defendant denies proximate cause.

17. Defendant denies any claim for strict liability, if any.

18. Defendant denies any claim for compensatory and/or punitive damages.

19. Defendant denies any and all claims for breach of contract.

20. Defendant denies any and all claims for Consumer Fraud and is entitled to assert any and all defenses available pursuant to any and all federal and state statutes and regulations, including, but not limited to, those as set forth in the Consumer Fraud Act, N.J.S.A. 56:8-2, *et seq.*

21. Plaintiff's claims are barred in whole, or in part, by the applicable statute of limitations.

22. Any and all damages alleged to have been suffered by the Plaintiff were caused solely by the negligence of independent third parties over whom this Defendant exerted no control.

23. Recovery is barred, precluded or diminished by Plaintiff's failure to mitigate damages.

24. This case is barred, in whole or in part, by the doctrine of avoidable consequences.

25. This case is barred, in whole or in part, by the entire controversy doctrine.

26. This case is barred, in whole or in part, by the doctrine of *res judicata*.

27. This case is barred, in whole or in part, by the doctrine of joint enterprise.

28. This case is barred, in whole or in part, because Plaintiff lacks standing.

29. This case is barred, in whole or in part, because the dispute is moot.

30. This case is barred, in whole or in part, by lack of jurisdiction.

31. The Summons, or service thereof, is defective and Defendant reserves the right to move to quash service of process of dismiss the Complaint.

32. This case is barred because of Plaintiff's failure to join an indispensable party without whom this action cannot proceed.

33. This action is barred because of insufficiency of process.

34. Plaintiffs' claims are barred in whole, or in part, by any and all applicable federal and state statutes and regulations pertaining to interstate commerce, trucking and cargo claims.

35. Plaintiff, or plaintiff's authorized agent, signed a condition report and accepted the cargo "as is," and plaintiff is therefore barred from recovery.

36. The cargo was already in damaged condition at the time it was picked up by the answering defendant.

37. The cargo was already depreciated in value by virtue of the fact that it was rendered a total loss due to salt water flood damage.

38. Plaintiff's claim is barred in whole, or in part, by F.R.C.P. 11 (b), and, as presented, is frivolous, improper, intended to harass, is unwarranted, baseless and is lacking in evidentiary support, and as a result, Defendant is entitled to sanctions.

THIRD PARTY COMPLAINT

Defendant/Third Party Plaintiff, Red Wolf Logistics, LLC, by way of third party complaint, hereby says:

FIRST COUNT
Contribution

1. Third Party Defendant, JHD Trucking, Inc. is, upon information and belief, a corporation organized and existing under the laws of the State of Louisiana with its principal place of business located at 20 Terrace Drive, Monore, Louisiana 71202.

2. Third Party Defendant, JHD Trucking, Inc., was the actual entity that transported and delivered the 2020 Ford Explorer to Plaintiff in this case as shown by the Bill of Lading.

3. There is factual information that indicates that JHD Trucking, Inc. was improperly using Red Wolf Logistic's corporate identity for purposes of making deliveries and they were the actual party that handled the alleged delivery of the Vehicle.

4. Red Wolf Logistics, LLC denies any liability whatsoever, but they nonetheless assert that any and all injuries and damages sustained by Plaintiff are the proximate result of the negligence of other parties known or unknown, including, but not limited to the third party defendant(s), JHD Trucking, LLC, and Red Wolf hereby demands contribution pursuant to New Jersey's Joint Tortfeasors Contribution Act, N.J.S.A. 2A:53A-1, et seq.; and Comparative Negligence Act, N.J.S.A. 2A:15-5.1 et seq., from the third party defendant(s) for their proportionate share of any and all sums that may be adjudged against Red Wolf in this action.

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

SECOND COUNT
Indemnification

5. Red Wolf hereby incorporates its allegations to the preceding paragraphs of the cross claim as if fully set forth at length herein.

6. Although Red Wolf denies any liability whatsoever, they nonetheless assert that any and all injuries and damages sustained by the Plaintiff is the proximate result of the negligence of other parties known or unknown, including, but not limited to the third party defendant, JHD Logistics, LLC, whose negligence/liability was primary and active, and if Red Wolf is found liable to Plaintiff with respect to said injuries and damages, such liability resulted solely from secondary, imputed, vicarious or passive negligence, and third party defendants aforesaid are liable to Red Wolf by way of common law indemnification, for any and all sums that Red Wolf may be required to pay in this action.

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

THIRD COUNT
Liability Under the Carmack Amendment

7. Red Wolf hereby incorporates its allegations to the preceding paragraphs of the cross claim as if fully set forth at length herein.

8. The Third Party Defendant, JHD Logistics, LLC, had a duty to deliver the cargo in the same condition as it was in when it was received by them.

9. Due to the negligence and/or legally culpable conduct and/or omissions of the Third Party Defendant(s), or other parties, the cargo was damaged during delivery.

10. Third Party Defendant(s) were aware that that they were responsible for the safe handling of the cargo during transit.

11. Third Party Defendant(s) are liable to Red Wolf for any and all alleged damages under the Carmack Amendment(s), 49 U.S.C. §14706, *et seq.*

WHEREFORE Defendant, Red Wolf, hereby demands dismissal of the Complaint with prejudice, and respectfully requests that the Court enter a judgment in its favor and against the Plaintiff for attorneys' fees and costs and any other relief that this Court deems just and appropriate.

ANSWER TO ALL CROSSCLAIMS

Red Wolf, by way of answer to any and all cross claims, hereby says:

1. Red Wolf denies each and every allegation contained in any cross claims filed or to be filed, and therefore the cross claimants are left to their proofs.

DEMAND FOR JURY TRIAL

Defendant, Red Wolf, hereby demands a trial by jury as to all issues.

CERTIFICATION

I certify that the matter in controversy is not the subject of any other pending action. I know of no other parties to be joined at this time other than those named herein.

I am aware that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

CIPRIANI & WERNER, P.C.



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